

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 126

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND GEO-LOGIC ASSOCIATES, INC. FOR GEOTECHNICAL PEER REVIEW AND CONSULTATION SERVICES AND ESTABLISHMENT OF AN OPEN PURCHASE ORDER FOR THOSE SERVICES

WHEREAS, the City requires the services of Geotechnical Peer Review services for various development projects; and

WHEREAS, Geo-Logic Associates, Inc. has represented and proven by way of past work with the City that they are qualified to perform such services; and

WHEREAS, the term of the agreement shall be for three years from the effective date of the contract, with the ability to extend the agreement for two additional one year terms upon mutual consent of CONSULTANT and CITY's Public Works Director.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield, the agreement with Geo-Logic Associates, Inc. for geotechnical peer review and consultation services and establishment of an open purchase order for a not to exceed amount of \$50,000 per year.

Section 2. The City Manager is hereby authorized to implement the above-mentioned agreement.

PASSED AND ADOPTED this 17th day of May 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Bertani

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

CONSULTANT SERVICES AGREEMENT

Geotechnical Peer Review and Consultation

THIS AGREEMENT is made at Fairfield, California, as of May 24, 2011 by and between the City of Fairfield, a municipal corporation (the "CITY") and GEO-LOGIC ASSOCIATES ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) PAYMENT. CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This term of the agreement shall be for three years from the effective date of the contract, with the ability to extend the agreement for two additional one year terms upon mutual consent of CONSULTANT and CITY's Public Works Director.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: David A. White
David A. White
City Manager

CONSULTANT (GEO-LOGIC ASSOCIATES)

By: Chalmer Santley



February 4, 2016
Proposal No. P16.042

Mr. James Paluck
Senior Civil Engineer
Department of Public Works
City of Fairfield
1000 Webster Street
Fairfield, California 94533

BY EMAIL

SUBJECT: PROPOSAL – GEOTECHNICAL PEER REVIEW AND CONSULTATION
City of Fairfield, California

Dear Mr. Paluck,

We appreciate your invitation to submit our proposal to provide engineering geologic and geotechnical peer review and consultation services to the City of Fairfield (City). Geo-Logic Associates [(GLA), formerly Pacific Geotechnical Engineering], previously has provided peer review and consultation services to the City since 1999. In preparing this proposal, we drew on our experience in providing peer review on City projects, our experience in working with the City on other projects, our experience with local geologic/geotechnical issues, and our familiarity with the City's general development application review process.

We understand and support the City's wish to streamline the contracting process for peer review services insofar as possible. In our experience, the open contract with the City, under which individual peer reviews are requested and authorized by the City through a purchase-order type arrangement, has worked well from a time- and cost-efficiency standpoint. This also permits rapid response on other projects or issues, as they come up.

Peer review would address both geologic and geotechnical engineering issues, as before. Geologic issues may include the potential for fault ground rupture (such as in the Alquist-Priolo Earthquake Fault Zone established along the active Cordelia and Green Valley faults); landsliding or slope instability; and seismically-induced ground failure (such as in certain areas with liquefaction potential, and hillside areas with potentially seismically-induced landsliding). Geotechnical issues may include the appropriateness of grading or slope repair recommendations given site conditions; adequate investigation, testing, and analytical scope to support the findings and recommendations; and acceptability of documentation. The practices of both engineering geology and geotechnical engineering continue to evolve as do regulatory maps and policy (such as that developed by the California Geological Survey and applied by mandate through local jurisdictions), and our review would consider those criteria.

Typically, peer review would not extend into the construction phase of a project. However, if circumstances demand, an appropriate scope can be developed. Services may include:

- Observation of critical field exposures such as landslide repair keyways, or excavation backcuts
- Observation of grading practices and the nature of oversight by the applicant's geotechnical consultant, who remains responsible for geotechnical aspects of the project

TYPICAL SCOPE OF PEER REVIEW SERVICES

We propose to provide peer review services to the City via a process that has worked well to date, and that typically includes the following steps:

- Preliminary review by GLA of project materials (e.g. geologic/geotechnical reports, plans, correspondence). Discussion with the City's representative regarding the issues involved and the City's concerns. Development of peer review work scope, and estimated budget, and schedule. Transmittal of the work scope, budget, and schedule via a memo to the City.
- Optional Task: Meeting or consultation with the City, applicant, and the applicant's geologic/geotechnical consultant to discuss the issues and the consultant's proposed investigation scope.
- Review by the City of GLA's scope, budget, and schedule. Authorization to proceed via memo.
- Peer review begun by GLA. A typical peer review scope would include the following:
 - Site reconnaissance to observe current site conditions and to evaluate geologic mapping, trench logs, or other field data.
 - Analysis of stereoscopic aerial photographs and/or other aerial imagery encompassing the site.
 - Review of geologic and geotechnical report(s), and of geologic and geotechnical aspects of project plans. Depending on the stage of the development process, the plans may be conceptual plans, grading plans, or construction plans.
 - Preparation of a review letter containing our comments. Depending on the acceptability of project submittals, an additional submittal/review cycle(s) may be necessary. Optional subtask: In some cases, a meeting with the City and the applicant's geologic/geotechnical consultant is the most straightforward way to resolve outstanding issues.

We understand that the City may wish to request geotechnical consultation on non-peer-review projects. We appreciate this opportunity and would be glad at that time to provide a written scope and budget estimate for authorization under this agreement.

TERMS

We understand that the City will prepare contract documents for our review and signature. Based on our previous contract with the City, we do not anticipate any difficulty in meeting the City's requirements, such as for professional liability insurance.

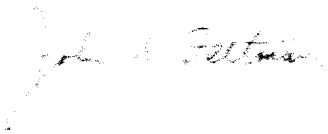
We would provide our services on a time-and-expenses basis, in accordance with a current Schedule of Charges (current schedule attached).

CLOSURE

We welcome the opportunity to discuss with you any specific questions or concerns. Please feel free to call if you have any questions.

Sincerely,

Geo-Logic Associates, Inc.



John A. Feltman
Engineering Geologist 2530



Chalerm (Beeson) Liang
Geotechnical Engineer 2031

Attachments: 2016 Fee Schedule (3 pages)



2016 FEE SCHEDULE

PROFESSIONAL STAFF

	<u>UNIT RATE</u>
Staff Professional	\$120.00/Hour
Project Professional I	138.00/Hour
Project Professional II	163.00/Hour
Senior Professional	178.00/Hour
Supervising Professional	203.00/Hour
Principal Professional	224.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

FIELD/LABORATORY STAFF

Technician I	87.00/Hour
Technician II	90.00/Hour
Senior Technician (or Minimum Prevailing Wage)	100.00/Hour
Supervising Technician	112.00/Hour
Managing Technician	128.00/Hour

SUPPORT STAFF

CADD/Designer	112.00/Hour
CADD Operator/Geotechnical Draftsperson	92.00/Hour
Geotechnical Clerk/Typist	65.00/Hour
Word Processor	82.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

*A surcharge of 20% of PERSONNEL CHARGES is applicable to personnel working in hazardous materials environments to compensate for costs associated with hazardous materials operations training and personnel medical examinations.

EQUIPMENT CHARGES

BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day

EXPENSES

Vehicle Use for Field Services	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 15%

<continued on next page>

2016 FEE SCHEDULE

SOIL TESTING

UNIT RATE

Atterberg Limits, ASTM D 4318	\$165
Cal Impact, Caltrans 216	\$300
Compaction ASTM D1557 (Method A or B, 4-inch mold)	\$235
Compaction ASTM D1557 (Method C, 6-inch mold)	\$285
Consolidation, with dial vs. log P plot	\$400
Direct shear, consolidated, drained (per point)	\$220
Direct shear, consolidated, undrained (per point)	\$100
Direct shear, residual strength	Quote
Expansion index – UBC 29-2	\$440
Expansion index – ASTM 4829	\$360
Moisture content and dry density, ASTM D 2937	\$20
Moisture content only	\$15
Permeability, constant head ASTM D2434 or falling head ASTM 5084	Quote
R-value, untreated (Cal 301)	\$260
R-value, treated (Cal 301)	\$290
Sieve analysis, dry	\$85
Sieve analysis, including No. 200 wash, ASTM D 422	\$100
Sieve analysis & hydrometer, ASTM D 422	\$190
Specific gravity, ASTM D854, -#4 sieve	\$95
Specific gravity, ASTM C127, +#4 sieve	\$165
Triaxial compression	Quote
Unconfined compression, ASTM D2166	\$75
Wash analysis, % passing No. 200 sieve, ASTM D1140	\$75
Special sample handling (hourly rate)	\$75

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

EXHIBIT "B"

PAYMENT

- 1) The cost for services rendered by CONSULTANT under this Agreement shall be based on CONSULTANT's current hourly rates, attached with Exhibit A. Billings shall include the number of hours expended by each of the CONSULTANT's employees, plus reimbursables such as postage, delivery, reproduction, etc. Reimbursables shall be itemized on the billings. CONSULTANT shall provide an hourly rate fee schedule on an annual basis. Total payment for consulting services shall not exceed \$50,000 per year.
- 2) Payment shall be made to CONSULTANT on a time and materials basis.
- 3) CONSULTANT shall submit invoices to CITY, Attention: James Paluck and CITY shall pay CONSULTANT within 30 days of receiving a proper invoice.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONSULTANT'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.

☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence

☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence

☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____

☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants

☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.